



6. Borrower's current status, according to the Virginia State Corporation Commission Clerk's Information System, is "Inactive" due to "Voluntarily Canceled - Can Reinstate."

7. Borrower's registered agent is Keith Robert Paquin who may be served with process at 9211 Trumpet Court, Mechanicsville, Virginia, 23116.

8. Defendant Keith Robert Paquin ("Mr. Paquin" or "Guarantor") is the owner of Borrower and a personal guarantor on a loan, that is now in default, from Lender to Borrower.

9. Mr. Paquin is a citizen and resident of Mechanicsville, Virginia.

10. For diversity purposes, both Borrower and Mr. Paquin are citizens of the State of Virginia.

11. Mr. Paquin may be served with process at 9211 Trumpet Court, Mechanicsville, Virginia, 23116.

12. This action seeks damages against Defendants for a sum in excess of \$75,000.00, exclusive of interest and costs.

13. The United States District Court for the Eastern District of Virginia properly has jurisdiction over this matter pursuant to 28 U.S.C. §1332, and venue lies in the Richmond Division.

#### **STATEMENT OF FACTS**

14. On or about October 20, 2017, Borrower borrowed \$110,215.20 from Lender to purchase surveying equipment pursuant to an Equipment Finance Agreement, a copy of which is attached hereto as *Ex. 1*.

15. Borrower promised to make 60 consecutive monthly payments of \$1,836 to Lender under the terms of the Equipment Finance Agreement.

16. Borrower has failed to do so and is therefore in default under the Equipment Finance Agreement.

17. The last payment made by Borrower was on December 18, 2019.

18. Borrower has been notified of the default and Lender's election to accelerate the balance, as evidenced by a Notice of Default and Acceleration from Lender, a copy of which is attached hereto as *Ex. 2*.

19. The total remaining payments due under the loan are \$69,802.96.

20. After discounting unearned interest to present value at 3% as required under the Equipment Finance Agreement, the accelerated principal balance of the loan payments as of July 23, 2020 is \$68,057.09.

21. Lender is entitled to late charges for each amount not paid when due of 10% of the unpaid amount. As of July 23, 2020 this sum is \$1,089.07.

22. Interest began to accrue and continues to accrue in the amount of 1.5% per month since the date of default on the unpaid amounts.

23. Interest of \$1,982.91 has accrued on the unpaid amounts of the Equipment Finance Agreement as of July 23, 2020 and is included in the indebtedness claimed by Ascentium hereunder.

24. Interest will continue accruing on the outstanding balance due Lender under the Equipment Finance Agreement after July 23, 2020 at 1.5% per month or \$34.10 per day.

25. Mr. Paquin personally guaranteed the loan as the Guarantor. Accordingly, both Borrower and Guarantor are jointly and severally liable for the default and all sums due and owing Lender under the Equipment Finance Agreement.

26. Both Borrower and Guarantor are responsible for Lender's attorneys' fees and all costs of collection associated with the default. *See Ex. 1*.

**BREACH OF CONTRACT**

27. The allegations of the foregoing paragraphs are incorporated herein by reference as if specifically re-alleged herein.

28. The Equipment Finance Agreement is a contract between Lender and Borrower and Guarantor.

29. Borrower and Guarantor have breached the contract because they have failed to make payments on the loan as required.

30. Lender has suffered damages in the amount of \$69,802.96, plus interest, costs, expenses, and attorney's fees.

31. Lender claims and is entitled to recover the principal sum of \$68,057.09 from Borrower and Guarantor, together with prejudgment interest of \$1,982.91 as of July 23, 2020, plus costs, expenses, and attorney's fees.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Ascentium Capital LLC requests:

a) That process and summons issue to Defendants Gyr Falcon Aerial Systems, LLC and Keith Robert Paquin.

b) That Plaintiff be awarded damages in an amount sufficient to compensate it for all losses, damages, and expenses incurred and arising from Defendants' breach of contract.

c) That the Court award Plaintiff pre-judgment interest and costs, including, but not limited to, its attorneys' fees incurred in prosecuting this action pursuant to the contract.

d) That this Court grant Plaintiff such other relief, both general and specific, to which it may be entitled under the premises.

DATED this the 28th day of July 2020.

Respectfully submitted,

/s/ R. Andrew Hutchinson

R. Andrew Hutchinson (VSB No. 94039)

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*Attorney for Plaintiff Ascentium Capital, LLC*

VERIFICATION

STATE OF TEXAS )  
 )  
 COUNTY OF HARRIS )

The undersigned, JERRY L. NOON, being first duly sworn, deposes and says that he/she is a VICE PRESIDENT, of Ascentium Capital LLC, the plaintiff in this action; that as such he/she has personal knowledge of the business and is authorized to make this oath and verification; that he/she has read the foregoing Verified Complaint and the same is true and correct of his/her own personal knowledge or from information provided to him/her by employees or agents of the plaintiff, except as to those allegations made upon information and belief, and as to those allegations she believes them to be true.

Date: July 28, 2020

Ascentium Capital LLC

By: Jerry L. Noon

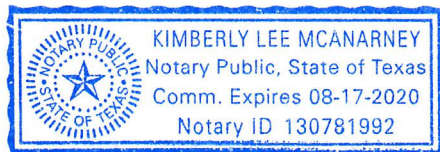
Name: Jerry L. Noon

Title: V.P.

STATE OF TEXAS )  
 )  
 COUNTY OF HARRIS )

I, Kim McAnarney a Notary Public of Harris County in the State of Texas do hereby certify that Jerry Noon (the Signatory), personally appeared before me this day, by authority duly give, and acknowledged the due execute of the foregoing instrument on behalf of Ascentium Capital LLC.

WITNESS my hand and notary seal the date above written.



Kimberly Lee McAnarney  
 Notary Public

My commission expires: 8/17/2020